

EXHIBIT 1.2

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11 **UNITED STATES BANKRUPTCY COURT**
12 **EASTERN DISTRICT OF WASHINGTON**

13 In re Giga Watt, Inc., a Washington
corporation,

14 Debtor.

Case No. 18-03197

The Honorable Frederick P. Corbit

15 **STIPULATION REGARDING**
16 **CLAIM OF REFAEL SOFAIR,**
CLAIM NO. 70-1

17 Mark D. Waldron, Chapter 7 Trustee, and Refael Sofair, a creditor in this
18 case, (individually each a "Party" and collectively the "Parties") hereby stipulate
19 to the following:

20 1. Within five business days after the Effective Date (defined below):

21 a. Mr. Sofair shall file with this Court a Notice of Withdrawal in
22 substantially the form attached hereto as **Exhibit A**, withdrawing his Claim No.
23 70-1 ("Sofair Claim") previously filed in the above-captioned bankruptcy case;

24 STIPULATION REGARDING SOFAIR CLAIM
25 AND SOFAIR ACTION – Page 1

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1 b. Mr. Sofair shall file with the United States District Court,
2 Eastern District of Washington, the Notice of Dismissal in substantially the form
3 attached hereto as **Exhibit B**, dismissing with prejudice the action captioned,
4 *Sofair v. Giga Watt, Inc., et al.*, Case No. 2:18-cv-308 SAB (“Sofair Action”).

5 2. Upon the filing of the Notice of Withdrawal and Notice of Dismissal
6 referenced in Paragraph 1 above, Mr. Sofair shall have an allowed general
7 unsecured claim in the amount of \$16,977, entitling Mr. Sofair to receive a *pro*
8 *rata* share of property of the estate pursuant to 11 U.S.C. § 726(a)(2).

9 3. “Effective Date” has the meaning ascribed to it in that Settlement
10 Agreement and Release, between Mark D. Waldron, as Chapter 7 Trustee, on the
11 one hand, and Perkins Coie LLP and Lowell Ness, on the other.

12 4. The Trustee will ask the Bankruptcy Court to approve this Stipulation
13 in the same motion in which he seeks approval of the Settlement Agreement and
14 Release.

15 5. This Stipulation and all obligations and rights provided herein are
16 contingent on Bankruptcy Court approval of the Settlement Agreement and
17 Release, Bankruptcy Court approval of this Stipulation, and the occurrence of the
18 Effective Date. For the avoidance of doubt, if the foregoing approvals are not
19 obtained and if the Effective Date does not occur, then the Parties shall retain all
20 the rights that they would have had had they not entered into this Stipulation.

21 6. In entering into this Stipulation, Mr. Sofair acknowledges that he has
22 relied upon the legal advice of his attorneys, who are the attorneys of his own
23 choosing, that such terms are fully understood and voluntarily accepted by him,

1 and that, other than the consideration set forth herein, no promises or
2 representations of any kind have been made to Mr. Sofair. Mr. Sofair represents
3 and acknowledges that in executing this Stipulation he did not rely, and has not
4 relied, upon any representation or statement, whether oral or written, made by
5 the Trustee or by the Trustee's employees, or attorneys with regard to the subject
6 matter, basis, or effect of this Stipulation Agreement or otherwise.

7 7. The Stipulation may not be changed, modified, or amended except in
8 a writing signed by Mr. Sofair and the Trustee or their counsel, and, if required,
9 approved by this Court.

10 8. The determination of the terms and conditions contained herein and
11 the drafting of the provisions of this Stipulation have been by mutual
12 understanding after negotiation, with consideration by and participation of Mr.
13 Sofair, the Trustee and their counsel. This Stipulation shall not be construed
14 against any Party on the basis that the Party was the drafter or participated in the
15 drafting. Any statute or rule of construction that ambiguities are to be resolved
16 against the drafting party shall not be employed in the implementation of this
17 Stipulation and the Parties agree that the drafting of this Stipulation has been a
18 mutual undertaking.

19 9. This Stipulation, including all exhibits, shall constitute the entire
20 agreement between the Trustee and Mr. Sofair with respect to the Sofair Claim
21 and the Sofair Action.

22 10. Except as provided herein, this Agreement shall be and remain in
23 effect despite the discovery or existence of any new or additional fact, or any fact

1 different from that which either Party now knows or believes to be true.
2 Notwithstanding the foregoing, nothing in this Agreement shall be construed as,
3 or constitute, a release of any Party's rights to enforce the terms of this
4 Agreement.

5 11. The Agreement may be executed by the Parties in one or more
6 counterparts, each of which shall be deemed an original but all of which together
7 shall constitute one and the same instrument. Facsimile signatures or signatures
8 sent by email be treated as original signatures and shall be binding.

9 Dated: October __, 2023 POTOMAC LAW GROUP PLLC

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11 By: _____

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16 Dated: October __, 2023 WILLIAMS, KASTNER & GIBBS PLLC

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18 By: /s/ Douglas A. Hofmann

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